



**CITY OF YONKERS, NEW YORK  
BUREAU OF PURCHASING**

**SOLICITATION AND CONTRACT DOCUMENTS FOR  
MEDICAL CONTROL SERVICES – OCCUPATIONAL HEALTH**

**REQUEST FOR PROPOSAL (RFP) NO. 252**

**PROPOSAL DUE**            **January 18, 2013**

**DATE AND TIME:**        **2:00 PM Prevailing Time**

**PROPOSER TO COMPLETE:**

**Name of Proposer** \_\_\_\_\_

**Address of Proposer** \_\_\_\_\_

\_\_\_\_\_

**Website** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Date** \_\_\_\_\_

Dear Prospective Vendor:

The City of Yonkers (COY) is seeking proposals for services from medical providers which are accomplished and knowledgeable in the subject areas of Occupational Health. The COY requires that services be expertly and professionally performed by staff with appropriate State licenses in order to remain in compliance with all applicable regulations, laws and guidelines. The medical provider shall perform all the necessary services provided under any contract resulting from this RFP in a satisfactory and proper manner, as determined by the City's Department of Human Resources, according to professional industry and medical standards.

Information on the City of Yonkers may be obtained from the City's website at:

[www.yonkersny.gov](http://www.yonkersny.gov)

Technical and Cost Proposals shall be based on the Scope-of-Work described herein.

Proposers must submit both a Technical and a Cost Proposal for these services. Sections I and II comprise the entire Request for Proposal (RFP).

*Proposers are advised that the contents of this RFP and the successful Proposer's Technical and Cost Proposals, as submitted or negotiated, will be incorporated into the resultant contract.*

It is expressly understood that all costs associated with the preparation of the Technical and Cost Proposal are to be borne by the Proposer and the submission of such Proposals in no way obligates the City of Yonkers to any Proposer.

Location of Work:	City of Yonkers.
Date, Time, and Place Proposals are Due	Date: January 18, 2013 Time: 2 PM Place: City of Yonkers – City Hall Department of Human Resources 40 South Broadway, Yonkers, New York 10701

### **Communications with the City**

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with City personnel related to this solicitation is permitted, except as authorized by the Purchasing Director.

### **RFP Contact Person**

All inquiries regarding this solicitation must be submitted, **in writing** to Mr. Carlos Moran, at the address below.

All inquiries must cite the RFP **page number, section, and paragraph number**. Inquiries may be submitted by fax or e-mail.

City of Yonkers – Department of Human Resources  
Attn: Mr. Carlos Moran, Deputy Commissioner  
City Hall, 40 South Broadway, Suite 116  
Yonkers, New York 10701  
914-377-6184 (Phone) 914-377-6940 (Fax)  
[carlos.moran@yonkersny.gov](mailto:carlos.moran@yonkersny.gov) (e-mail)

Answers to all inquiries will be given to all prospective vendors in the form of a formal addendum to the RFP and shall be annexed to and become part of the ensuing contract. Formal addenda will be published on the City of Yonkers ([www.yonkersny.gov](http://www.yonkersny.gov)) and at [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com).

Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the City is authorized to clarify or amend the Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the City.

Prospective Proposers are reminded that it is their responsibility to ensure that they receive all addenda. Failure to acknowledge receipt of addenda may render a Proposer non-responsive and ineligible for award.

Prospective vendors should note that all inquiries, including those relating to the terms and conditions of the contract must be resolved before an award is issued.

## **ATTACHMENTS**

1. YPD Information Bulletin #61-06 – 1 page
2. YPD Medical Leave Procedures 130-14 Date Effective 10/17/2011 – 10 pages
3. YFD Medical Leave Policy – Appendix “J” - 4 pages

## **SECTION I - INFORMATION FOR PROPOSERS**

### **Article 1. DEFINITIONS**

- A. ADDENDA and ADDENDUM shall mean the additional or modified contract provisions issued in writing by YONKERS prior to the Notice of Acceptance of Proposal/Contract Award.
- B. BEST AND FINAL OFFER shall mean that after negotiations with Proposers in the competitive range, the Proposers are invited to submit a second, best and final, technical and cost proposal.
- C. BOARD OF CONTRACT AND SUPPLY (BOCS) is the governing body of the City of Yonkers empowered to approve all contract awards and to reject bids or proposals.
- D. CITY, YONKERS, and COY shall mean the Corporation of the City of Yonkers.
- E. CONTRACT, CONTRACT DOCUMENTS, AGREEMENT, REQUEST FOR PROPOSAL and the abbreviation RFP shall mean the Information for Proposers, Scope of Work, Vendor Background Questionnaire, Performance and Payment Bond Forms (if applicable), Standard Terms and Conditions, Technical and Cost Proposals, all Addenda hereafter issued (if any), and the Notice of Acceptance of Proposal/Contract Award.
- F. CONTRACTOR, CONSULTANT, VENDOR, and PROPOSER are synonymous and shall mean the Corporation, Firm, Partnership, Individual, or any combination thereof, who has submitted a Proposal.
- G. NOTICE shall mean a written notice.
- H. NOTICE OF ACCEPTANCE OF PROPOSAL/CONTRACT AWARD shall mean the document that apprises the successful Proposer that this RFP has been approved for contract award by the Yonkers Board of Contract and Supply. It also informs the vendor to submit the required bonds and insurance, if required. It is not authorization to begin work.
- I. NOTICE TO PROCEED is the document issued by the City Project Manager informing the Vendor that they may begin the work. It is issued after the Vendor has submitted, and the City has accepted the required bonds and insurance, if necessary, and the Contract has been executed by all parties.
- J. PROJECT, WORK, and SERVICES are synonymous and shall mean all the required obligations of the Contractor hereunder, including but not limited to the performance of any labor or services, the supplying of any goods or materials, the furnishing of any other resources or requirements or deliverables necessary to perform, accomplish, and complete this Contract's objectives as stated in the Scope of Services.
- K. PROJECT MANAGER shall mean the individual or his/her duly authorized representative who is designated by YONKERS to administer this contract.
- L. PROPOSAL is an offer made by an entity to the City as a basis for negotiations for entering into a contract.
- M. REQUEST FOR PROPOSAL (RFP) all the documents furnished to prospective Proposers when soliciting proposals for the purpose of awarding a contract based on a formal evaluation of the

characteristics deemed relevant to the City's objective, such as quality, project management, past experience, and professional reputation.

- N. SUBCONTRACTOR shall mean an individual or organization that enters into a contract to furnish services or labor and materials or apparatus in connection with the Work directly or indirectly for or on behalf of the Contractor.

## **Article 2. NEGOTIATIONS**

1. The City reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw this RFP, to negotiate with one or more proposers, and/or negotiate on terms other than those set forth herein, including with parties other than those responding to this RFP. The City likewise reserves the right, at any time, to waive compliance with, or change any of the terms and conditions of this RFP or to entertain modifications or additions to selected proposals.
2. The City reserves the right to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award. A Proposer shall not have any rights against the City arising from an invitation to enter negotiations or to submit a Best and Final Offer.
3. The City reserves the right to award a contract based on initial Proposals received, without negotiations. Therefore, each initial Proposal should contain the Proposer's best offer from a technical and cost standpoint.

## **Article 3. CONTRACT AWARD**

1. The Contract resulting from this solicitation shall be awarded to the Proposer the City considers most qualified and whose Proposal the City determines to be the most advantageous to the City, based on the evaluation factors set forth in the RFP.
2. Any proposed contract award shall be subject to all required City oversight approvals.
3. A Proposer must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, and the New York State Labor Law.

## **Article 4. PERIOD OF PERFORMANCE**

Services shall begin immediately upon issuance of the Notice to Proceed and take place over a period of time mutually agreed to by the City and Vendor.

## **Article 5. PROPOSAL EVALUATION CRITERIA**

A. All proposals will be evaluated based on the following criteria, which are of equal importance:

- a. Experience / Qualifications of firm and personnel to be assigned to the Yonkers engagement.
- b. References.
- c. Statement of Work.

B. Total Cost.

C. The award will go to the Vendor whose proposal provides the best value as determined by the City of Yonkers. If two offers are found to be substantially technically equivalent, price shall be the basis for determining the award recipient.

## **Article 6. PROPOSAL PACKAGE AND SUBMISSION REQUIREMENTS**

1. **Technical and Cost Proposals** must be submitted at the same time (two original hard copies and 2 electronic copies via CD). **Do not include any elaborate marketing or advertising materials—submit on 8.5” x 11” paper in a lean and concise format.** Technical and Cost Proposals must be signed by a duly authorized official of the firm, with the person’s name and title printed below the signature. All responses to this RFP must be received by **2:00 PM on Friday, January 18, 2013** and must be addressed to:

City of Yonkers – Department of Human Resources  
Attn: Mr. Carlos Moran, Deputy Commissioner  
City Hall, 40 South Broadway, Suite 116  
Yonkers, New York 10701  
914-377-6184 (Phone) 914-377-6940 (Fax)  
[carlos.moran@yonkersny.gov](mailto:carlos.moran@yonkersny.gov) (e-mail)  
Re: Technical (or Cost) Proposal - RFP No. 252  
Title: Medical Control Services

2. **Oral Presentations**

After receipt of Proposals, Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make oral presentations may be removed from consideration.

The City of Yonkers reserves the right to interview all staff proposed for the engagement and to approve or reject their participation in the engagement.

3. **Cancellation**

The City of Yonkers reserves the right to cancel this RFP at any time, if the City deems it to be in its best interest. In no event shall the City have any liability whatsoever for cancellation of an award before execution of a contract. A Proposer assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.

4. **Confidentiality**

Proposers shall specifically identify those portions of the Proposal deemed to be confidential, proprietary information, or trade secrets, and provide justification why such material, upon request, should not be disclosed by the City.

Such information deemed by the Proposer to be confidential or proprietary should be easily separable from the non-proprietary sections of the Proposal.

5. **Modified Proposals**

A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time and, if discussions have begun, up until the Due Date and time established for submission of Best and Final Offers. The Evaluation Committee shall consider only the latest timely version of the Proposal.

## 6. **Withdrawal of Proposals**

A Proposal shall be irrevocable for a period of 120 calendar days from the Proposal Due Date and Time. A Proposal may be withdrawn in writing before the Proposal Due Date and Time or, if discussions have begun up until the Due Date and Time set for the submission of Best and Final Offers.

## 7. **Late Proposals / Late Modifications**

Proposals received after the Proposal Due Date and Time are late and shall not be considered. Modified Proposals received after the Proposal Due Date and Time are late and shall not be considered.

## **Article 7. TECHNICAL PROPOSAL PACKAGE**

**THE TECHNICAL PROPOSAL** shall **succinctly** address in narrative form (**maximum of 25 single sided pages**), how the Proposer shall satisfy the requirements described in the Statement of Objectives. The Technical Proposal shall include in the following order:

- a) **Company Profile.** Describe the Proposer's **origin, current ownership, and management**. If the Proposer is a joint venture or consortium, describe the **origin, current ownership, and management of each firm** comprising the joint venture or consortium. Include copies of all required licenses and certifications to conduct real estate business in the State of New York.
- b) **Overall Qualifications and Experience.** Describe the Proposer's abilities, skills, knowledge, resources (financial and organizational), current workload, and ability to complete projects on schedule. Describe the type of work performed with your own workforce. If sub-contractors are used, describe the services they provide, describe their qualifications and experience, and the percentage of the total work they will perform.

Proposers shall identify all their current active projects in Yonkers and active projects in the areas surrounding Yonkers that may impact the Yonkers engagement.

In addition, the Proposer (and each firm comprising the joint venture or consortium, and each sub-contractor, if any) shall provide an affirmative statement that they are independent of the City of Yonkers. Proposers shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Proposer's personnel and sub-consultants may have with the City of Yonkers.

- c) **A Statement-of-Work describing the Proposer's approach** for providing the services described in the Statement of Objectives. The Statement-of-Work shall also list and describe all the tasks, by phase, that you envision will be required to accomplish this work and the estimated time to complete each task. Also, indicate the resources you shall require of the City, if any, to accomplish this work.
- d) **Public Sector references (minimum of five).**
  - Include name of contracting agency, address, contact, telephone and fax numbers, email, services provided, contract start and end dates, original contract award amount, and final contract amount.

The general criteria to be considered in evaluating the Technical Proposal include the Proposal's overall detail, quality, and conformance to the RFP submission requirements for content and format.

The Technical Proposal shall be submitted in a sealed envelope, identified with the words Technical Proposal – RFP No. 252 – Medical Control Services – and the Proposer's return address.

## **Article 8. COST PROPOSAL PACKAGE**

While cost is only one of the factors the City will consider in selecting a Contractor, the City will only enter a contract if a firm's Cost Proposal, as submitted or negotiated, is reasonable in the City's sole judgment.

The Cost Proposal shall be submitted at the same time as the Technical Proposal, *in a separate, sealed envelope*, identified with the words Cost Proposal – RFP No 252, Medical Control Services, and the Proposer's return address.

**COST PROPOSAL** - The firm shall derive its compensation based on a fully loaded hourly rate, i.e. inclusive of all deliverables, and all labor (professional and clerical), benefits, overhead, profit, and all other costs required to perform the work outlined in subsections A-F of the Scope of Services—including, but not limited to, per diem, reports, communications, etc.

## **Article 9. FORM OF CONTRACT**

The successful Proposer will be required to execute the City's standard Personal Services Contract, which can be viewed on the Yonkers Purchasing Department website at <http://www.yonkersny.gov/Index.aspx?page=1227>. If the Proposer takes exception (modifications, deletions, or additions) to any section of this agreement, those exceptions must be clearly stated in an attachment to the Technical Proposal. The City of Yonkers reserves the right to reject any proposal based upon exceptions to the Personal Services Contract.

## **Article 10. EXAMINATION OF SOLICITATION DOCUMENTS**

Prospective Proposers shall examine the Solicitation Documents carefully and before submitting a proposal, and are responsible for obtaining all additional updates and modifications to this RFP via the City of Yonkers website regarding information about this RFP. Prospective Proposers shall submit to the RFP Contact Person, in writing, any questions, or requests for clarification of any ambiguity, or correction of any inconsistency or error in the documents. The City's response to such a written request shall be issued in a written addendum to the RFP and shall be binding on all Proposers. Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the City is authorized to clarify or amend the Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the City.

## **STATEMENT OF OBJECTIVES**

The City of Yonkers (COY) is seeking proposals for services from medical providers which are accomplished and knowledgeable in the subject areas of Occupational Health. The COY requires that services be expertly and professionally performed by staff with appropriate State licenses in order to remain in compliance with all applicable regulations, laws and guidelines. The medical provider shall perform all the necessary services provided under any contract resulting from this RFP in a satisfactory and proper manner, as determined by the City's Department of Human Resources, according to professional industry and medical standards. While the COY prefers to enter into a single contract for all of the services referenced herein, it remains open to engaging multiple providers for various services. As such, the COY requests that pricing proposals be issued individually for each of the subsections A-F outlined in Section I. Scope of Services, below.



The services include, but may not be limited to, pre-employment physical examinations, in-service physical exams, Police and Fire Department injury evaluation, treatment, and case management, examinations and immunizations, and drug and alcohol testing. In addition, the COY may require advice and consultation services on both a project-based and an as-needed basis.

## **I. Scope of Services**

### **A. Pre-employment Physical Examinations**

Conduct pre-employment physical examination consisting of: medical history review, physical examination, clinical testing, interpretation of results, and determination of qualification/s which may include evaluation of potentially disqualifying conditions. The ability to provide dedicated reserved blocks of time for these examinations outside of traditional business hours including evening or weekend hours is essential. The examinations are to be conducted in accordance with the following standards:

1. Police Candidates - Determination must be made as to whether candidates meet medical standards established by the New York State Municipal Police Training Council, Medical and Physical Fitness Standards and Procedures for Police Officer Candidates with or without accommodation.
2. Fire Candidates - Determination must be made as to whether candidates meet medical standards established by the National Fire Protection Agency Standard #1582, 2007 Edition, Medical Evaluations of Candidates.
3. The objectives of the City of Yonkers pre-employment exam process, which are to ensure that all candidates for City of Yonkers employment are:
  - a) medically and psychologically capable of performing job duties,
  - b) compliant with Human Resource job specification that requires City of Yonkers Police and Fire employees to meet certain physical demand requirements,
  - c) physiological measurements required of non-sedentary job applicants that include, but may not be limited to: blood pressure, pulse, respiration, temperature, height, weight, visual acuity (corrected and/or uncorrected), color vision, hearing and urinalysis.
4. Such job-specific examinations of candidates and employees are to be based on the City of Yonkers' position-specific exam protocols.
  - a) Such screenings and examinations may include, but may not be limited to providing:
    - Chest x-ray,
    - Electrocardiogram (EKG),
    - Musculoskeletal screening with emphasis on back and knees for all applicants for jobs requiring heavy work,
    - Tuberculosis screening for applicants in specific job classifications,
    - Proof from applicants of immunity to measles, rubella, rubeola, varicella, hepatitis B, and tetanus for specific job classifications that require such proof. Applicants without such proof may be tested and/or immunized by the medical provider or by medical provider of their choice at their own expense;
    - Blood work for testing glucose, lead, etc.,
    - Hearing and vision testing, and
    - Annual wellness examination for Fire Department personnel.

## **B. In-Service Physical Exams**

A qualified medical professional to perform in-service, periodic medical examinations (spirometer/stress tests, chest x-rays, etc.) including annual health assessments for all firefighters and for police officers assigned to specialized functions such as Emergency Service, Training Unit and Bicycle Units and for those which an annual assessment is appropriate to the position requirements of the employee.

## **C. Police and Fire Department Injury Evaluation, Treatment, and Case Management**

In order Provide emergency and/or ongoing evaluation and/or medical treatment to staff members who are injured or become ill while on-duty as the result of performing assigned duties with the City of Yonkers Police Department or City of Yonkers Fire Department, in particular:

1. Provide Fitness for Duty assessment and recommendation to determine an individual's ability to perform an assigned task/function/duty competently and safely,
2. Be available for emergency services 24 hours a day, 365 days per year to respond for on-duty injuries or illnesses,
3. Coordinate with hospital emergency room that perform HIV quick test and Hepatitis B/C tests on arrested suspects who have exposed officers to blood/body fluids,
4. Provide referral to health insurance participating board-certified medical specialists for treatment, as needed,
5. Provide direct treatment and/or review treatment provided by specialists to insure that medical care received is adequate and appropriate for the injury or illness being treated,
6. Review recommendations of specialists for treatment modalities and authorize such in accordance with the best practices for treatment of the specific injury or illness,
7. Review medical history to identify pre-existing medical conditions that may have contributed to the injury or illness that occurred,
8. Authorize return of staff member to either limited or full duty as soon as practicable,
9. Provide for clinical testing, occupational medical evaluation, or Independent Medical Exams (IME) by specialists approved by the Workers' Compensation Board and Vision Risk contractor for evaluation of individuals whose recovery from illness or injury appears to be incomplete and/or may render them incapable of performing the essential duties of police or fire work on a permanent basis,
10. Coordinate medical treatment payment with Vision Risk contractor,
11. Perform medical evaluation for 207a/207c determination in a timely manner, in accordance with the best medical practices for the specific injury or illness under consideration,
12. Provide routine on-going medical services for injuries or illnesses sustained while on full duty,
13. Provide services as outlined in the Yonkers Police Policy and Procedure Manual concerning Medical Leave Procedures (see attachment),
14. Provide services as outlined in Appendix J of the Yonkers Fire Department Collective Bargaining Agreement concerning Fire Department Sick Leave Program (see attachment).

## **D. Required Miscellaneous Examinations and Immunizations**

In addition to the examinations and testing mentioned in Sections A through C, the Contractor may be required to conduct the following:

1. Specialized testing may include:
  - a. Hearing test,
  - b. Vision screening,

- c. Pre-academy medical paperwork required by the Westchester County Police Department. A qualified medical professional must sign off on paperwork attesting the candidate can perform the physical training required by the Police Academy,
- d. Provide post-exposure/pre-exposure screening counseling, post-exposure testing of source individual, and vaccinations and immunizations against communicable diseases including, but not limited to, hepatitis, rabies, tetanus, typhoid, and other diseases as required and/or in response to public emergencies as determined by the City of Yonkers,
- e. Provide Tuberculosis (TB) testing as follows:
  - Initial and periodic tuberculosis screenings for City of Yonkers employees upon request;
  - Testing for employees who have been determined to need such tests by the City of Yonkers.
- f. Blood Lead Level and Zinc Protoporphyrin Testing shall be performed on those employees where exposure has occurred in the performance of their job duty,
- g. Respiratory medical questionnaire review to evaluate the employees ability to use a respirator before the employee is fit tested or required to use the respirator in the workplace in accordance with OSHA standards,
- h. Respiratory testing in accordance with OSHA standards,
- i. Fitness for duty evaluation at the request of the Police Commissioner, Fire Commissioner, or his/her designee.

**E. Provide the services of a Medical Review Officer in relation to any alcohol and/or drug testing procedures/requirements including:**

- 1. Alcohol testing for Officers with employment conditions- random or pre-determined testing for alcohol as per officer requirement,
- 2. Provide a collection site for drug tests and designate a licensed physician to evaluate and examine any employee who refuses or is unable to provide a specimen for drug testing, in accordance with contracts, PD policy and procedures.

**F. General Occupational Medical Consulting Services**

The Contractor shall also: Refer employees to specialists, preferably Board-certified, for treatment whenever the result of an examination or recovery response to treatment indicates the need for a specialized medical opinion,

- 1. Upon the request of either the Fire Commissioner or Police Commissioner or his/her designee, provide referral to another physician for a second opinion at the employer's expense whenever surgery or protracted treatment is recommended by the Contractor,
- 2. Be willing to meet monthly with either the Fire Commissioner or Police Commissioner or his/her designee and support staff to discuss case management,
- 3. Provide occupational medical consulting services and training of Fire and Police employees on significant issues affecting job performance,
- 4. Participate in training of City employees, and
- 5. Assist in the development of medical standards for specific positions.

## II. General Conditions/Minimum Requirements

All services to be provided by the Contractor shall adhere to the following:

### 1. Notification

- a. Schedule and conduct examinations and assessments on a timely basis. For an on-duty injury, conduct exam within twenty-four (24) hours of reported injury and provide initial report to the Police Commissioner or Fire Commissioner or his/her designee at the conclusion of the examination. For other examinations or assessments, respond to either the Police Commissioner or Fire Commissioner or his/her designee at the conclusion of the examination or with information about appointments and provide service within five (5) working days or earlier. This shall also apply to any unanticipated single or multiple evaluations or examinations.
- b. Schedule and conduct return to work evaluations/examinations on a timely basis. Conduct exam within twenty-four (24) hours of request for examination or evaluation and provide written examination/evaluation findings to the Police Commissioner or Fire Commissioner or his/her designee at the conclusion of the examination. Follow-up appointments shall be scheduled as to expedite the earliest possible return to work as well as obtaining the best therapeutic result.
- c. Provide written examination/evaluation findings and limited duty/return to full duty notifications by email to the Police Commissioner or Fire Commissioner or his/her designee on a daily basis. The written results shall include:
  - Name, date of appointment, reason for visit, employee's work status (sick, off-duty injury, on-duty disability injury, to be determined), referrals made, and the date and time of the next appointment, if needed,
  - An opinion as to whether any individual has any detected medical condition which would place him/her at risk of material impairment to his/her health by working in an emergency response or limited duty assignment.
  - Recommend limitations, if any, upon an individual's assigned work, and
  - Provide immediate verbal evaluation of an individual's medical status when requested.
- d. The Contractor will coordinate scheduling and obtain results of special medical evaluations not available at the Contractor's site.
- e. The Contractor and/or Contractor's staff will notify the Police Commissioner or Fire Commissioner or his/her designee, the same day, in the event that an individual has not kept an appointment with the Contractor or with a specialist to whom the individual was referred.
- f. Inform Police Commissioner or Fire Commissioner or his/her Designee of any irregular or otherwise pertinent test results that require additional testing or services prior to conducting additional testing/services.
- g. In case of on duty sick, off duty sick and off duty injury, notify the Applicant/Employee of any recommendation for follow-up with the individual's personal physician. Ensure that such notification to Applicant/Employee states that such follow-up may be the financial responsibility of the Applicant/Employee.
- h. Obtain prior Police Commissioner or Fire Commissioner or his/her Designee approval for all referrals for additional examinations or testing other than what is stated in exam protocol for the job classification.

## 2. Location

Service facilities must be accessible to public transportation.

## 3. Services

- a. Maintain adequate staffing to perform all services in a timely manner. Provide written notice to the Police Commissioner and Fire Commissioner or his/her designee in the event the Contractor is not available for any period longer than 24 hours and provide the name and contact information for the covering physician.
- b. The Contractor shall serve as an expert witness for medical claim-related cases.
- c. The Contractor will participate in yearly planning meetings, one with the Police Commissioner and one with the Fire Commissioner and/or his/her designees to establish a work plan for the following year.
- d. The Contractor or a senior level licensed physician will attend regularly scheduled medical review meetings as requested by the Police Commissioner and Fire Commissioner (monthly at present) to provide medical review of treatment status/modalities.
- e. The Contractor will designate a management level coordinator to be available by telephone during traditional business hours to convey the medical opinion of the certified medical professional.
- f. The Contractor will provide office services/hours 7 days a week from 8 a.m. to 4 p.m.
- g. The Contractor should be flexible in providing the City with the ability to modify the contract as departmental policies, regulations and union contracts, etc. are amended/altered.

## 4. Record-keeping

- a. The Contractor will maintain medical files documenting all care provided to or evaluated by the Contractor. Such files must be kept current, comprehensive, and available for transport to a new vendor in the event of a change in medical vendor in the future
- b. Provide existing medical records and reports to the City's attorneys when necessary to provide for the City's defense in proceedings or legal actions.

## 5. Reporting

The Contractor will provide the City with a monthly excel report which should contain the following information:

- For Police Department only: member name, rank, duty status prior to evaluation call, duty status after call, scheduled exam date,
- For Fire Department only: member name, rank, duty status prior to call, duty status after call, scheduled exam date, \*effective duty status change prior to following Monday, and for those calling in on duty status other than full duty, the date member requested sick leave,
- For Police and Fire Department: member name, rank, duty status, test/exam performed, outcome, cost per test/exam and total cost per employee,
- For Fire Department only: year-to-date sick leave report containing data on those served by member name, rank, duty status, number of incidents/contacts, frequency of calls
- For Fire Department only: year-to-date summary report indicating diagnosis, number of those treated in connection to diagnosis, time on sick leave, and frequency of contact.

\*The duty status should be full duty, sick leave broken down by either 207 (job related or not job related), and limited duty status.

### **COST PROPOSAL**

The Cost Proposal shall be presented as a **lump sum cost** to perform all tasks on a **single individual** as described in subsections A-F of the Scope of Services. The “lump sum” shall be inclusive of all deliverables, and all labor (professional and clerical), benefits, overhead, profit, and **ALL** other costs required to perform the work—including, but not limited to, per diem, reports, communications, travel, postage, etc.

<b>A. Pre-Employment Physical Exams</b>	\$_____
<b>B. In-Service Physical Exams</b>	\$_____
<b>C. Police &amp; Fire Injury Evaluation, Treatment, and Case Management</b>	\$_____
<b>D. Required Miscellaneous Exams &amp; Immunizations</b>	\$_____
<b>E. Provide the services of a Medical Review Officer in relation to any alcohol and/or drug testing procedures/requirements.</b>	\$_____
<b>F. General Occupational Medical Consulting Services</b>	\$_____

<b>Proposer's Name:</b>	
<b>Firm Representative: (Print Name)</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	